

## ***CONSULTING AGREEMENT***

This Agreement is made effective as of December 06, 2021, by and between Valitas Health Services, Inc., of 103 Powell Ct, Brentwood, Tennessee 37027, and Geneva Consulting, LLC, of 7 WTC, New York, New York 10007.

In this Agreement, the party who is contracting to receive services shall be referred to as "VHS", and the party who will be providing the services shall be referred to as "GC".

GC has a background in Corporate Health-Care Restructuring and is willing to provide services to VHS based on this background.

VHS desires to have services provided by GC.

Therefore, the parties agree as follows:

**1. DESCRIPTION OF SERVICES.** Beginning on December 08, 2021, GC will provide the following services (collectively, the "Services"):

Corporate Restructuring

**2. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by GC shall be determined by GC. VHS will rely on GC to work as many hours as may be reasonably necessary to fulfill GC's obligations under this Agreement.

**3. PAYMENT.** VHS will pay a fee to GC for the Services in the amount of \$500,000 each calendar month. This fee shall be payable in a lump sum of \$3,000,000 up front retainer for first six months of services, then \$500,000 each month for the duration of the agreement.

**4. TERM/TERMINATION.** This Agreement shall terminate automatically upon completion by GC of the Services required by this Agreement.

**5. RELATIONSHIP OF PARTIES.** It is understood by the parties that GC is an independent contractor with respect to VHS, and not an employee of VHS. VHS will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of GC.

**6. INDEMNIFICATION.** VHS agrees to indemnify and hold harmless GC from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against GC that result from the acts or omissions of VHS, VHS's employees, if any, and VHS's agents.



**7. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for VHS:

Valitas Health Services, Inc.  
Isaac Lefkowitz  
Interim CEO  
103 Powell Ct  
Brentwood, Tennessee 37027

IF for GC:

Geneva Consulting, LLC  
Jay Leitner  
Director  
7 WTC  
New York, New York 10007

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

**8. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**9. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**10. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**11. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**12. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Tennessee.

**13. INTERRUPTION OF SERVICE.** Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its

reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edits, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

**14. ASSIGNMENT.** GC agrees that it will not assign, sell, transfer, delegate or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of VHS. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of VHS with, or its merger into, any other corporation, or the sale by VHS of all or substantially all of its properties or assets, or the assignment by VHS of this Agreement and the performance of its obligations hereunder to any successor in interest or any Affiliated Company. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

**15. SIGNATORIES.** This Agreement shall be signed on behalf of VHS by Isaac Lefkowitz, CEO and on behalf of GC by Jay Leitner, Director and effective as of the date first above written.

Party receiving services:  
Valitas Health Services, Inc.

By:  \_\_\_\_\_ Date: 12/8/2021 \_\_\_\_\_  
Isaac Lefkowitz  
Interim CEO

Party providing services:  
Geneva Consulting, LLC

By:  \_\_\_\_\_ Date: 12/08/2021 \_\_\_\_\_  
Jay Leitner  
Director